

- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
- (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
 - (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
 - (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
 - (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
 - (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

C.40 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (VARIATION-OCT 1995)

- (a) This is an indefinite-quantity-contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."
- (c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

C.41 CONTRACT SALES CRITERIA (I-FSS-639) (OCT 1999)

A contract will not be awarded unless anticipated sales are expected to exceed at least \$25,000 for a 1-year period and the Introduction of New Products (INP) anticipated sales are expected to exceed at least \$25,000 for the first 24 month period from date of award. Any resultant contract may be canceled in accordance with the Cancellation clause of this contract, unless reported sales are at least \$25,000 for each 12 month period thereafter.

C.42 INVOICE PAYMENTS (GSAR 552.232-74) (SEP 1999)

- (a) The due date for making invoice payments by the designated payment office is:
- (1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:
- (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
- (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
- (2) For all other orders, the later of the following two events:
- (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the

time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.

(c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions-Commercial Items [SEE C.1], if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.

(e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

C.43 CENTRAL CONTRACTOR REGISTRATION (CCR) (I-FSS-598) (OCT 1999)

To receive orders from the Department of Defense (DoD) contractors must be registered in the DoD CCR database (registration information is available at <http://www.ccr2000.com>). The CCR database is DoD's primary repository for contractor information required for the conduct of business with DoD. This requirement does not apply to purchases made with a Governmentwide commercial purchase card. (Refer to clause I-FCI-600, Contractor Price Lists [SEE C.31], for additional information regarding CCR.)

C.44 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (G-FSS-906) (JAN 1999)

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

C.45 PERFORMANCE INCENTIVES (I-FSS-60) (APRIL 2000)

When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

The above procedures do not apply to Time and Material or labor hour orders.

C.46 CLAUSES FOR OVERSEAS COVERAGE (I-FCI-108) (MAY 2000)

The following clauses apply to overseas coverage.

NUMBER	CLAUSE TITLE	LOCATION:
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	C.2
52.214-35	SUBMISSION OF OFFERS, IN U.S. CURRENCY	C.2
52.247-34	F.O.B. DESTINATION	C.2
52.247-38	F.O.B. INLAND CARRIER, COUNTRY OF EXPORTATION	C.42
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT	C.47
D-FSS-477	TRANSSHIPMENTS	C.48
I-FSS-314	FOREIGN TAXES AND DUTIES	C.49
I-FSS-594	PARTS AND SERVICE	C.50

C.47 CHARACTERISTICS OF ELECTRIC CURRENT (C-FSS-412) (MAY 2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

C.48 TRANSSHIPMENTS (D-FSS-477) (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

C.49 FOREIGN TAXES AND DUTIES (I-FSS-314) (DEC 1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

C.50 PARTS AND SERVICE (I-FSS-594) (OCT 1988)

(1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA

ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

D. CONTRACT TERMS AND CONDITIONS**D.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FAR 52.212-5) (JUN 2000) (TAILORED)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (3) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (4) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (5) 52.222-26, Equal Opportunity (E.O. 11246).
- (6) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (7) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (8) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (9) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (10) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (11) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (12) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) Alternate I

(c) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), or (c) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)

E. SOLICITATION PROVISIONS**E.1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (FAR 52.212-1) (MAR 2000) IS INCORPORATED HEREIN BY REFERENCE.****ADDENDUM TO FAR 52.212-1 (E.1)****E.2 PERIOD FOR ACCEPTANCE OF OFFERS (A-FSS-12-C) (NOV 1997)**

Paragraph (c) of the provision 52.212-1, Instructions to Offerors-Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date of the offer, within which offer may be accepted.

E.3 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (A-FSS-11) (MAR 2000)

- (a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.
- (b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.
- (c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.
- (d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended pursuant to clause I-FSS-163, Option to Extend the Term of the Contract [SEE C.24], canceled pursuant to the Cancellation clause [SEE C.35], or terminated pursuant to the termination provisions of the contract [SEE C.1].
- (e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

E.4 SUBMISSION OF OFFERS-ADDITIONAL INSTRUCTIONS (CI-FCI-2) (MAR 1996)

Offerors are requested to submit:

- (a) A signed original and one (1) copy of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.
- (b) Two complete copies of the proposed FSS Information Technology Schedule Pricelist, including all applicable Terms and Conditions. (See Attachment I for format and content of proposed pricelist.)

- (c) If the Offeror is other than the manufacturer, (1) one signed copy of a letter of commitment from the manufacturer which will assure the Offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) other evidence that the Offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period. [SEE F.3]
- (d) One copy of a plan indicating how the Offeror intends to perform the sales and after sales maintenance service within the minimum geographic scope of the solicitation (SEE C.4). For SIN 132-53 ONLY, provide an acceptance test plan and procedure for approval.
- (e) A completed copy of the past performance evaluation form sent, by the Offeror, to Dun & Bradstreet. [SEE ATTACHMENT II]
- (f) Identification of and rationale for any and all exceptions and clarifications taken from either the solicitation or the standard format for the FSS Information Technology Schedule Pricelist (SEE ATTACHMENT II).
- (g) Small Business Subcontracting Plan, if applicable. [SEE ATTACHMENT III, GUIDELINES TO CREATE A SMALL BUSINESS SUBCONTRACTING PLAN.]

E.5 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (GSAR 552.212-70) (AUG 1997)

- (a) **Definitions.** Concession, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

"Discount", as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

- (b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.
- (c) Provide information described below for each SIN:
 - (1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.
 - (2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

E.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) (ALTERNATE IV-OCT 1997) (VARIATION I-SEP 1999)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

(1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule) [SEE E.5];

(2) Commercial sales practices [SEE G.4]. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4 of the GSA Acquisition Regulation (48 CFR 515-2); or submit information in the Offeror's own format.

(3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

E.7 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (FAR 52.215-21) (OCT 1997) (ALTERNATE IV - OCT 1997) (VARIATION I-AUG 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below.

(1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule) [SEE C.29];

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

E.8 IDENTIFICATION OF ENERGY-EFFICIENT OFFICE EQUIPMENT AND SUPPLIES CONTAINING RECOVERED MATERIALS OR OTHER ENVIRONMENTAL ATTRIBUTES (GSAR 552.238-72) (SEP 1999)

(a) Definitions. "*Energy-efficient office equipment*," as used in this clause, means office equipment that, in representative use, provides equivalent or better performance and value to users, but uses significantly less energy than most functionally equivalent models.

"*Recovered materials*," as used in this clause, means waste material and by-products which have been recovered or diverted from solid waste, but such term does not include those materials and by-products generated from, and commonly reused, within an original manufacturing process (42 U.S.C. 6903(19)). For paper, it also includes postconsumer materials, and manufacturing and certain other wastes. (42 U.S.C. 6962(h)).

"*Remanufactured products*," as used in this clause, means equipment or parts that have been factory remanufactured or rebuilt to meet new equipment or part performance specifications and have had no use subsequent to their remanufacture.

(b) The offeror shall identify in its offer and include in any commercial catalogs and pricelists and any resultant Government catalogs or pricelists submitted to the Contracting Officer, energy-efficient office equipment and supplies that contain recovered material, remanufactured products, or other environmental attributes. Examples of energy-efficient office equipment are microcomputers and associated equipment that meet the requirements of the Environmental Protection Agency's (EPA's) Energy Star Computers Program. Supplies that contain recovered materials and other environmental attributes include, but are not limited to, products identified in EPA procurement guidelines (40 CFR Subchapter I) and products that are either degradable, ozone safe, recyclable, contain low volatile organic content compounds, contribute to source reduction, or otherwise are designed or manufactured to achieve environmental improvement. For example, an offeror can identify products that are safe or safer alternatives for more toxic or hazardous products and products that can be substituted for ones manufactured with toxic or hazardous materials. Such supplies shall satisfy the guidance contained in 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims.

(c) An offeror, in identifying an item with an environmental attribute, shall possess evidence or rely upon a reasonable basis to substantiate the claim (see 16 CFR 260.5). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

- (1) Participation in a Federal agency sponsored program, e.g., EPA's Energy Star Computer program;
- (2) Verification by an independent organization that specializes in certifying such claims; or
- (3) Possession of competent and reliable evidence. For any test, analysis, research, study or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

E.9 ENERGY EFFICIENT COMPUTER EQUIPMENT (X-FCI-XXX)

All questions concerning the requirements and product qualifications under the EPA's Energy Star Computers Program should be directed to:

EPA Energy Star Computers Program Manager
U.S. Environmental Protection Agency
Global Change Division (6202J)
401 M Street, SW
Washington, D.C. 20460
(202)233-9114 phone
(202)233-9578 fax

F. EVALUATION**F.1 EVALUATION-COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE)
(GSAR 552.212-73) (AUG 1997)**

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

F.2 PAST PERFORMANCE (X-FCI-XXX)

In order to assist the Government in assessing an Offeror's past performance, each company responding to this solicitation will be required to have Dun & Bradstreet (D&B) complete a Past Performance Evaluation Report on that firm. The request to D&B must be made prior to the submission of a proposal. Each Offeror must submit, with its proposal, a completed copy of the past performance evaluation form sent, by the Offeror, to Dun & Bradstreet. Any charges associated with the Past Performance Evaluation Report will be paid by the Offeror. [SEE ATTACHMENT II].

F.3 DEALERS AND SUPPLIERS (I-FSS-644) (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

F.4 SALES AND SERVICE REQUIREMENTS (X-FCI-XXX)

Sales and after-sales maintenance/repair service must be provided to, at a minimum, the 48 contiguous States and the District of Columbia. The Offeror must provide maintenance/repair service normally provided in the industry for the type of products offered. The Offeror must provide (with its offer) a plan as to how the Offeror will provide sales and after-sales service for the scope of the contract. [SEE E.4]

F.5 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES-PAST PERFORMANCE/RESPONSIBILITY DETERMINATION (X-FCI-XXX)

In addition to the Dun & Bradstreet requirement [SEE F.2], in order for the Government to determine if the Offeror is responsible, the following information is required:

(a) PAST PERFORMANCE

The Offeror must describe its corporate experience in IT Professional Services over the past three (3) years. Describe three (3) projects, similar in size and complexity to the effort of services categories offered in this contract. At least two of the three examples shall have been completed in the last two years and all three examples must have been completed in the last three years. All three examples of IT Professional Services must have been found to be acceptable by the client. At a minimum, the Offeror shall provide the following information:

- (1) Project/Contract Name;
- (2) Project Description;
- (3) Dollar Amount of Contract;
- (4) Project Duration, which includes the original estimated completion date and the actual completion date; and
- (5) Point of Contact and Telephone Number.

(b) ORGANIZATIONAL STRUCTURE

The Offeror shall describe the management and organization of the company with respect to the IT Professional Services offered. The Offeror shall address the following:

- (1) History and overview of the organization;
- (2) All organizational elements within the company which shall participate in providing IT Professional Services (include a chart); and
- (3) Financial Statement/Annual Report.

F.6 GOALS FOR SUBCONTRACTING PLAN (GSAR 552.219-73) (SEP 1999) (ALTERNATE I-SEP 1999)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan [SEE D.1].

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

- (3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.
- (b) In determining the acceptability of any subcontracting plan, the Contracting Officer will-
- (1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;
- (2) Consider previous goals and achievements of contractors in the same industry;
- (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns; and
- (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.
- (c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

NOTE: Refer to Attachments III and IV for guidance on creating a Small Business Subcontracting Plan.

**F.7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
(FAR 52.222-24) (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

G. OFFEROR SUPPLIED INFORMATION

G.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (FAR 52.212-3) (FEB 2000) (ALTERNATE III-JAN 1999) (DEVIATION)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Small disadvantaged business concern. [Complete **only** if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete **only** if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) **only** if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete **only** if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- _____

- (6) HUBZone small business concern. [Complete **only** if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

Exemption
5



(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, [SEE G.2] is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(2) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products: —

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as Necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(g) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

G.2 TRADE AGREEMENTS (FAR 52.225-5) (APR 2000)

(a) Definitions. As used in this clause--

"Caribbean Basin country" means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

"Caribbean Basin country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

- (i) Textiles and apparel articles that are subject to textile agreements;
- (ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;
- (iii) Tuna, prepared or preserved in any manner in airtight containers;
- (iv) Petroleum, or any product derived from petroleum; and
- (v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

"Designated country" means any of the following countries:

Aruba	Germany	Netherlands
Austria	Greece	Niger
Bangladesh	Guinea	Norway
Belgium	Guinea-Bissau	Portugal
Benin	Haiti	Rwanda
Bhutan	Hong Kong	Sao Tome and Principe
Botswana	Ireland	Sierra Leone
Burkina Faso	Israel	Singapore
Burundi	Italy	Somalia
Canada	Japan	Spain
Cape Verde	Kiribati	Sweden
Central African Republic	Korea, Republic of	Switzerland
Chad	Lesotho	Tanzania U.R.
Comoros	Liechtenstein	Togo
Denmark	Luxembourg	Tuvalu
Djibouti	Malawi	Uganda
Equatorial Guinea	Maldives	United Kingdom
Finland	Mali	Vanuatu
France	Mozambique	Western Samoa
Gambia	Nepal	Yemen

"Designated country end product" means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"End product" means supplies delivered under a line item of a Government contract.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country end product" means an article that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) *Implementation.* This clause implements the Trade Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993 (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

(c) *Delivery of end products.* The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

G.3 RESERVED

G.4 COMMERCIAL SALES PRACTICES FORMAT (CSP-1)

Name of Offeror: _____

SIN(s): _____

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) [SEE E.5], for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

(1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period or the offerors last fiscal year: \$ _____. State beginning and ending of the 12 month period. Beginning _____ Ending _____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

(2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

Special Item No.	132-3	Leasing of Equipment	\$ _____
Special Item No.	132-4	Daily / Short Term Rental	\$ _____
Special Item No.	132-8	Purchase of Equipment	\$ _____
Special Item No.	132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts	\$ _____
Special Item No.	132-32	Term Software Licenses	\$ _____
Special Item No.	132-33	Perpetual Software Licenses	\$ _____
Special Item No.	132-34	Maintenance of Software	\$ _____
Special Item No.	132-50	Training Courses	\$ _____
Special Item No.	132-51	Information Technology Professional Services	\$ _____
Special Item No.	132-52	Electronic Commerce Services	\$ _____
Special Item No.	132-53	Telecommunication Transmission Services	\$ _____

(3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ____ NO _____. (See definition of "concession" and "discount" in 552.212-70.)

(4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

COLUMN 1 CUSTOMER	COLUMN 2 DISCOUNT	COLUMN 3 QUANTITY/VOLUME	COLUMN 4 FOB TERM	COLUMN 5 CONCESSIONS

(b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES _____ NO _____. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

(5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed \$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

- (a) Manufacturer's Name
- (b) Manufacturer's Part Number
- (c) Dealer's/Reseller's Part Number
- (d) Product Description
- (e) Manufacturer's List Price
- (f) Dealer's/Reseller's percentage discount from List Price or net prices

Figure 515.4-2-Instructions for Commercial Sales Practices Format

If you responded "YES" to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded "NO" complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

Column 1-Identify the applicable customer or category of customer. A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

Column 2-Identify the discount. The term "discount" is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

Column 3-Identify the quantity or volume of sales. Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

Column 4-Indicate the FOB delivery term for each identified customer. See FAR 47.3 for an explanation of FOB delivery terms.

Column 5-Indicate concessions regardless of quantity granted to the identified customer or category of customer. Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond "YES" to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable, then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

G.5 AUTHORIZED NEGOTIATORS (K-FSS-1) (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

G.6 CONTACT FOR CONTRACT ADMINISTRATION (G-FCI-900-C) (DEC 1997)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

Please note that the contract administrator named in this contract is responsible for overall compliance with contract clauses, including 552.238-74, Contractor's Report of Sales, and 552.238-76, Industrial Funding Fee. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for compliance in these areas. Therefore, any contract compliance issues, including those concerning compliance with clauses 552.238-74 and 552.238-76 may be addressed directly to the contract administrator.

(a) Offerors are required to designate a person to be contacted for prompt contract administration.

NAME: _____

TITLE: _____

ADDRESS: _____

_____ ZIP CODE: _____

TELEPHONE NO.: () _____ FAX NO.: () _____

E-MAIL ADDRESS: _____

(b) Offerors are required to designate a person located in the overseas areas covered by this contract to be contacted for prompt contract administration. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME: _____

TITLE: _____

ADDRESS: _____

_____ ZIP CODE: _____

TELEPHONE NO.: () _____ FAX NO.: () _____

E-MAIL ADDRESS: _____

(c) Contractor compliance with the GSA Form 72A reporting requirements and the Industrial Funding Fee will be delegated to a GSA Administrative Contracting Officer. The Contract Management Zone will be determined based upon the location of the individual designated by the Contractor for administration of the contract's GSA Form 72A reporting. The name of this individual, along with the person responsible for questions concerning the Industrial Funding Fee, must be provided by the Contractor prior to the award of a contract.

GSA FORM 72A:

NAME: _____

ADDRESS: _____

ZIP CODE: _____

TELEPHONE NO.: () _____ FAX NO.: () _____

E-MAIL ADDRESS: _____

INDUSTRIAL FUNDING FEE:

NAME: _____

ADDRESS: _____

ZIP CODE: _____

TELEPHONE NO.: () _____ FAX NO.: () _____

E-MAIL ADDRESS: _____

G.7 ORDERING INFORMATION (GSAR 552.216-73) (SEP 1999) (ALTERNATE II-SEP 1999)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either [] facsimile transmission or [] computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

- (d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

- (e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES []

NO []

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

G.8 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (G-FSS-914-A) (MAY 2000)

Payment by electronic funds transfer (EFT) is the Government's preferred method of payment. However, under certain conditions, the Government may elect to make payment by check. The offeror shall indicate below, the payment (remittance) address to which Government checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:

Offeror shall furnish by attachment to this solicitation, the payment addresses of all authorized participating dealers placing orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering addresses specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown above or on the attachment, the remittance address(es) above or attached will govern. Payment to any other address, except as provided for through (EFT) payment methods, will require an administrative change to the contract.

PLEASE NOTE: All orders placed against a Federal Supply Schedule Contract are to be paid by the individual agency placing the order. Each order will cite the appropriate agency payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other agency's invoices sent to GSA will only delay your payment.

G.9 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(Street, Address, City, State, County,
Zip Code)

NAME AND ADDRESS OF OWNER AND
OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

G.10 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

DUNS Number: _____

G.11 ELECTRONIC FORMAT

By signing its offer, the Offeror attests to the fact that there have been no changes to the text of this solicitation, except as noted in the cover letter.

G.12 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT-CONTRACTOR CERTIFICATION (FAR 52.222-48) (AUG 1996)

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

G.13 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

ATTACHMENT I**GUIDELINES FOR FORMAT AND CONTENT
OF FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

The following pages contain information, instructions, and guidelines for preparing the proposed hard copy Information Technology Schedule Pricelist. Two copies of the proposed Information Technology Schedule Pricelist must be submitted with your offer. Please Note: The proposed Information Technology Schedule Pricelist should be submitted as a document separate from this Attachment.

These guidelines prescribe the format and content to be used to create the Information Technology Schedule Pricelist. Offerors are advised to include only those terms and conditions applicable to the Special Item Numbers (SINs) being proposed.

NOTE: Instructions To Offerors, which are preceded and followed by a double asterisk (**), should NOT be included in the schedule pricelist.

The proposed Information Technology Schedule Pricelist must contain the following information, as applicable to your proposal:

1. Pricelist Cover Page
2. Table of Contents
3. Information For Ordering Offices
4. Terms and Conditions Applicable to Leasing of General Purpose Commercial Information Technology Equipment (Special Item Number 132-3)
5. Terms and Conditions Applicable to Daily / Short Term Rental of General Purpose Commercial Information Technology Equipment (Special Item Number 132-4)
6. Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8)
7. Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service is not Covered by Guarantee/Warranty Provisions) and for Leased Equipment (Special Item Number 132-12)
8. Terms and Conditions Applicable to Term Software Licenses (Special Item 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software
9. Terms and Conditions Applicable to Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)
10. Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51) and Electronic Commerce (EC) Services (Special Item Number 132-52)
11. Terms and Conditions Applicable to Telecommunication Transmission Services (Special Item Number 132-53)

12. Any descriptive information relating to the equipment and/or software offered (subject to the approval of the Contracting Officer)
13. Products and Services Pricelist - should include, at a minimum, the following:
 - a. Brand Name, Model and/or Catalog Number (as applicable)
 - b. Brief description of item
 - c. Government unit price (NET PRICE) for the product or service.

NOTE: Contractors should indicate if the equipment and/or software is Energy Star compliant.

14. Blanket Purchase Agreements (BPAs).
15. Contractor Team Arrangements.
16. List of Service and Distribution Points, as applicable.
17. List of Participating Dealers, as applicable.

****PRICELIST COVER PAGE****

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

****Provide a general description of the commodity offered, if desired.****

****List all applicable Special Item Numbers, FSC Classes and FPDS Codes from the following lists:****

- Special Item No. 132-3 Leasing of Equipment
- Special Item No. 132-4 Daily / Short Term Rental
- Special Item No. 132-8 Purchase of Equipment
- Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts
- Special Item No. 132-32 Term Software Licenses
- Special Item No. 132-33 Perpetual Software Licenses
- Special Item No. 132-34 Maintenance of Software
- Special Item No. 132-50 Training Courses
- Special Item No. 132-51 Information Technology Professional Services
- Special Item No. 132-52 Electronic Commerce Services
- Special Item No. 132-53 Telecommunication Transmission Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SIN 132-3 LEASING OF EQUIPMENT**SIN 132-4 DAILY / SHORT TERM RENTAL****SIN 132-8 PURCHASE OF EQUIPMENT****FSC CLASS 7010 - SYSTEM CONFIGURATION**

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment

Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas

Broadcast Band Radio Transmitters/Receivers/Antennas

Microwave Radio Equipment/Antennas and Waveguides

Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

****Indicate if any of the following are offered under Special Item Number 132-8.****

- Special Physical, Visual, Speech, and Hearing Aid Equipment
- Used Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

**** Indicate if any of the following are offered.****

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

SIN 132-32 - TERM SOFTWARE LICENSES**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE****Large Scale Computers**

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE****Large Scale Computers**

Operating System Software
 Application Software
 Electronic Commerce (EC) Software
 Utility Software
 Communications Software
 Core Financial Management Software
 Ancillary Financial Systems Software
 Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Operating System Software
 Application Software
 Electronic Commerce (EC) Software
 Utility Software
 Communications Software
 Core Financial Management Software
 Ancillary Financial Systems Software
 Special Physical, Visual, Speech, and Hearing Aid Software

SIN 132-34 - MAINTENANCE OF SOFTWARE**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)****SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D308	Millennium Conversion Services (Y2K)
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any requirements of FTS2000.

SPECIAL ITEM NO. 132-53-TELECOMMUNICATION TRANSMISSION SERVICES (FPDS CODE D304)
Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Paging Services
Cellular/PCS Voice Services

NOTE: Telecommunication Transmission Services are not intended to supersede or be substituted for any FTS local and long distance programs.

****Indicate the following: Contractor's Name, Complete Address (including zip code), Telephone Number (including area code) and Internet Address/Web Site.****

Contractor's Name
Complete Address, including Zip Code
Telephone Number, including Area Code

Internet Address/Web Site

****Copy the following language, leaving appropriate blanks, as shown:****

Contract Number:

****will be furnished at time of award****

Period Covered by Contract:

****will be furnished at time of award****

General Services Administration
Federal Supply Service

Pricelist current through Modification # _____, dated _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

****End of information to be included on the Cover Page of the Pricelist. Any additional information to be included on this page is subject to approval by the Contracting Officer.****

****Table of Contents. The next page in the pricelist should be entitled "Table of Contents," and should contain the basic sections of the pricelist, along with corresponding page numbers for ease of use.****

****On a page entitled "Information For Ordering Offices," copy the language indicated below, as consecutively numbered paragraphs, and provide appropriate responses, where required.****

**INFORMATION FOR ORDERING OFFICES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

****The minimum acceptable geographic scope of contract is the 48 contiguous states and the District of Columbia. FOR SIN 132-53 ONLY, if proposed, list the limited geographic coverage.****

2. Contractor's Ordering Address and Payment Information:

****The Contractor should insert the complete address(es) for ordering (see paragraph G.8) and payment (see paragraph G.10).****

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

****Choose the appropriate language--"will" or "will not"--in the second sentence. Copy the first and third sentence.****

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

****Insert the telephone numbers.****

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: _____

Block 30: Type of Contractor - _____

****Copy the applicable letter and corresponding language from the following list****

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - _____ ****Yes or No****

Block 36: Contractor's Taxpayer Identification Number (TIN): _____

4a. CAGE Code: _____

4b. Contractor has/has not registered with the Central Contractor Registration Database.

****Choose the appropriate language – has/has not – in the above sentence. (see C.43).****

****CAGE Codes are assigned by the Defense Logistics Agency. If you do not currently have a CAGE Code, GSA will supply you with the form necessary to obtain a CAGE Code at a later date.****

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

_____ Days
_____ Days

****NOTE: The Time of Delivery stated should be identical to that shown under paragraph B.2, PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS. If Expedited Delivery and/or Overnight and 2-Day Delivery are offered under paragraph C.12, COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE), provide information in this section of the pricelist.****

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry

within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: ____% - ____ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions

****If Government Educational Institutions are offered special discounts, which are greater than the discounts offered to other Government customers, specify such discounts. Otherwise, state that Government Educational Institutions are offered the same discounts as all other Government customers.****

- e. Other

****Provide complete information to explain all of the discounts offered. Copy the language in paragraphs "a" through "f" as applicable to your proposal.****

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

10. Small Requirements: The minimum dollar value of orders to be issued is \$_____.

****See C.10, ORDER LIMITATIONS, paragraph (a) Minimum Order.****

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3 - Leasing of Equipment
Special Item Number 132-4 - Daily / Short Term Rental
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-51 - Information Technology (IT) Professional Services
Special Item Number 132-52 - Electronic Commerce (EC) Services
Special Item Number 132-53 - Telecommunication Transmission Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000
Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.
In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of

Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to incumpos items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS

- (a) As used in this clause, "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.
- (b) The Contractor shall warrant that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

22. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

**TERMS AND CONDITIONS APPLICABLE TO
LEASING OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-3)**

1. STATEMENT

- a. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government, as lessee, anticipates fulfilling the leasing agreement. The Government, upon issuance of the delivery order, contemplates the use of the equipment for the life of the lease (N months as specified in the delivery order). However, unless the ordering office has funding which exceeds a Government fiscal year, the initial term of the leasing agreement is from the date of the equipment acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, in determining whether equipment should be acquired by purchase or lease.

2. LEASING OPTIONS

The Government will consider proposals for leasing options which the Contractor believes will have application in the Government. Only those vendor proposed options which are considered to represent good value will be accepted. The following leasing options are suggested :

- a. Lease to Ownership (Capital Lease)
- b. Lease with Option to Own (Operating Lease)
- c. Lease of a Solution

3. ORDERS AND PERIODS OF LEASING ARRANGEMENTS

- a. Orders placing equipment under a leasing arrangement must specify the applicable leasing option under which the equipment is being leased.
- b. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
- (1) Any lease executed by the Government shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. Due to funding constraints, however, the Government cannot normally commit to a longer term at the commencement of the lease. In order to permit the exercise of renewal options granted to the Government under the lease, the total leasing term will be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the Government exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.

(2) All orders for leasing automatically terminate on September 30 of the contract term; however, ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Such notice to renew shall not bind the Government. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed, until the completion of the leasing agreement. If the Government exercises its option to renew, the leasing order, as renewed, shall include an option to renew until the expiration of the leasing agreement.

c. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order for leasing under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

d. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

e. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this pricelist.

f. Ordering Procedures:

(1) When a Government ordering office expresses an interest in leasing a product(s), the ordering office will provide the following information to the prospective vendor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed term of the lease.
- (iv) Where the equipment will be located.
- (v) Description of the intended use of the equipment.

(2) The lessor will respond with:

- (i) Whether the lessor can provide the required equipment.
- (ii) The estimated residual value of the equipment.
- (iii) The monthly payment based on the rate and the initial and residual values of the equipment.
- (iv) The estimated cost, if any, of applicable State or local taxes.
- (v) A confirmation of the availability of the equipment on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.

4. MAINTENANCE AND INSTALLATION

a. Maintenance and installation, when applicable, normally are not included in the charge for leasing. The Government may obtain installation and/or maintenance from the Contractor or from other sources, including Government performed installation and/or maintenance.

b. When installation and/or maintenance is to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. MONTHLY PAYMENTS

a. Prior to the placement of an order under this Special Item Number, the Government ordering office and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: _____

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering agency and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. above.

d. The purchase option price will be the fair market value of the product. The fair market value will not exceed the Base Value principal not paid (see Title Acquisition Formula shown below), plus the residual value, plus the Financial Cost for the Residual Value.

$$\text{Financial Cost for Residual} = R \times (I \times t)$$

WHERE: R = Residual Value
 I = Annual Interest Rate
 t = Term in months (T/12)
 T = Term in years

In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment. Upon request by the Government, the Contractor will provide a quotation of the lump sum payment amount, in accordance with the following Title Acquisition Formula; such quotation shall be effective only if the order is received by the Contractor during the month of the applicable quotation.

TITLE ACQUISITION FORMULA =

$$\left[\frac{X - \frac{X}{[1 + \text{RATE}]^N}}{\text{RATE}} \right] + \text{Residual Value} + \text{Financial Cost for Residual}$$

WHERE: X = Lease monthly charge

N = Number of months in original lease term less the number of full, unabated lease monthly charges received by the Contractor prior to exercise of option.

6. LEASE END/DISCONTINUANCE OPTIONS.

- a. Upon the expiration of the Lease Term, the Government will return the Equipment to the Contractor pursuant to paragraph 12 unless the Government by 30 days written notice elects either:
 - (i) to purchase the equipment for the residual value of the equipment, or
 - (ii) to renew the term of the Lease. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased equipment. A new residual value shall be negotiated for the renewed lease and new lease payments shall be computed.
- b. The Government shall request a confirmation the shipping address not later than 15 calendar days prior to the return of the products.
- c. The Contractor shall conduct a timely inspection of the returned products and within 30 days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

7. UPGRADES AND ADDITIONS

- a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the equipment;
 - (2) do not reduce the value of the equipment; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:
 - (1) were not leased from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- c. Any Additions which are not so removable will become the Contractor's property (lien free).

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. TITLE

Equipment shall always remain the property of the Contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Notwithstanding the provisions of 3.b(1) and (2), equipment leased under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the Government's convenience.

12. RETURN OF EQUIPMENT

Within thirty (30) days after the date of expiration or termination of leasing agreement, the Government shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.

Upon request by the Government and at the Government's expense, the Contractor shall assist in the deinstallation and packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

**TERMS AND CONDITIONS APPLICABLE TO Error! Bookmark not defined.
DAILY / SHORT TERM RENTAL OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-4)**

1. STATEMENT

- a. It is understood by all parties to this contract that this is a daily or short term rental arrangement. In the sense that someone would rent a car for a day or a week and lease it for one or more years, the intent of this Schedule pricelist is to provide for the rental of Information Technology products for brief periods of time for purposes such as disaster recovery, trade shows, short term training support or other short term requirements. If the Agency's requirement is likely to exceed six months, then other means of acquisition such as lease or purchase should be considered.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, in determining whether equipment should be acquired by purchase, lease or rental.

2. RENTAL ARRANGEMENTS

- a. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the rental agreement. Any assignment, sale, bankruptcy, or other transfer of the rented equipment by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.
- b. GSAR 552.232-23 Assignment of Claims is incorporated herein by reference as part of this pricelist.

3. ORDERING PROCEDURE

- a. When a Government ordering office wishes to place a rental order through this Schedule, the following information will be provided to the vendor:
 1. The required products,
 2. The required delivery date,
 3. The term of the rental order, and
 4. The location and intended use of the equipment.
- b. The vendor will respond with whether the equipment can be provided on the required delivery date.

4. MAINTENANCE AND INSTALLATION

Maintenance is included in the charge for rental. The Government may obtain installation from the Contractor or from other sources, including Government performed installation and/or maintenance.

5. RENTAL PAYMENTS

- a. Rental payments are as stated in this pricelist.
- b. If the sum of the payments exceeds ____% of the stated initial value of the rented property, then ownership of the rented property transfers to the renting agency.

****NOTE: Offeror is to insert a proposed percentage.****

6. ORDER END OPTION

At the end of the order rental term, the Government will return the equipment to the Contractor pursuant to paragraph 12 unless by written notice, at least three (3) days prior to expiration of the rental term, the Government elects to extend the rental order.

7. UPGRADES AND ADDITIONS

- a. The Government may affix or install any accessory, addition, upgrade, equipment or device on the equipment ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the equipment;
 - (2) do not reduce the value of the equipment; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the rental term, the Government shall remove any additions which:
 - (1) were not rented from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- c. Any Additions which are not so removable will become the Contractor's property (lien free).

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. TITLE

The rented property shall always remain the property of the Contractor. The Government shall have no right or interest in the equipment except as provided in this rental Schedule and the rental order and shall hold the property subject and subordinate to the rights of the Contractor.

10. TAXES

The Contractor is responsible for all state and local taxes.

11. DISCONTINUANCE AND TERMINATION

Equipment rented under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the Government's convenience.

12. RETURN OF EQUIPMENT

a. Within three (3) days after the date of expiration or termination of rental order, the Government shall, at its own risk and expense, have the equipment packed for shipment in accordance with the Contractor's specifications and shall return the equipment to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.

b. Upon request by the Government and at the Government's expense, the Contractor shall assist in the deinstallation and packing of equipment so terminated or discontinued. Such services, if required, are outside the scope of the contract.

c. The vendor shall conduct a timely inspection of the returned products and within 30 days of the return, assert any claim if the equipment condition exceeds normal wear and tear.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

****NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.****

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

****NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR
INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION
IN THE CONTRACT.****

b. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

****Contractor is to insert commercial warranty clauses.****

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any Government location within a _____ (**insert miles**) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.